

## ACCESS SERVICE

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Title Page 1 to 19-16 of this tariff are effective as of the date shown. Original pages as named below contain all changes that are in effect on the date hereof.

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Transmittal No. 3

Issue: February 25, 2004

Effective: March 11, 2004

Senior Director, Regulatory and Industry Relations  
300 Decker Drive  
Irving, TX 75062

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## ACCESS SERVICE

## 2. General Regulations (Cont'd)

## 2.3 Obligations of the Customer (Cont'd)

## 2.3.10 Jurisdictional Report and Certification Requirements (Cont'd)

## (C) Jurisdictional Reports - Switched Access (Cont'd)

## (8) Update Requirements for Modifications in Service Use and Traffic Patterns

When a customer modifies his use of Access Services within an end office or LATA in such a manner that substantially affects the jurisdiction of the traffic which the PIU represents, the customer is required to provide the Telephone Company a revised PIU report for the services affected.

## (9) Disputes Involving Jurisdictional Reports – Switched Access

(N)

(a) If a billing dispute arises or if a regulatory commission questions the projected PIU factor(s) provided by the customer, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected PIU factor(s). This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within thirty (30) days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The customer shall retain for a minimum of six (6) months, call detail records that substantiate the interstate percentage provided to the Telephone Company for Switched Access Services and upon request of the Telephone Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

(b) If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be violation of the Tariff and subject to the provisions specified in Section 2.1.8(A), preceding.

(N)

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## ACCESS SERVICE

## 2. General Regulations (Cont'd)

## 2.3 Obligations of the Customer (Cont'd)

## 2.3.10 Jurisdictional Report and Certification Requirements (Cont'd)

## (C) Jurisdictional Reports - Switched Access (Cont'd)

## (9) Disputes Involving Jurisdictional Reports – Switched Access (cont'd) (N)

(c) Audits may be conducted by: (1) the Telephone Company when the customer agrees; (2) an independent auditor under contract to the Telephone Company; (3) a mutually agreed upon independent auditor paid for equally by the customer and the Telephone Company; or (4) an independent auditor selected and paid for by the customer. If the customer selected option (4), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following Commission procedures for measuring interstate traffic as established by Commission Order, and provide the Telephone Company a report with supporting documentation to verify such procedures.

(d) Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit. (N)

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## ACCESS SERVICE

## 2. General Regulations (Cont'd)

## 2.3 Obligations of the Customer (Cont'd)

## 2.3.10 Jurisdictional Report and Certification Requirements (Cont'd)

## (C) Jurisdictional Reports - Switched Access (Cont'd)

## (9) Disputes Involving Jurisdictional Reports – Switched Access (cont'd) (N)

- (e) When a PIU audit is conducted by the Telephone Company or an independent auditor under contract to the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail. The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the customer's usage for the quarter the audit is completed, the usage for the quarter prior to the completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report revised PIU pursuant to 2.3.10(C)(4) and (5), above. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in 2.3.10(C)(9)(a), above, may be applied.,
- (f) Both credit and debit adjustments will be made to the customer's interstate access charges based on the audit results for the specified periods to accurately reflect the interstate usage for the customer's account consistent with Section 2.4.1, following.
- (g) If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated its PIU(s) by 20 percentage points or more, the Telephone Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds within 30 days from receipt and shall carry a late payment penalty, as set forth in Section 2.4.1, following, if not paid within the 30 days. (N)

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## ACCESS SERVICE

## 16. Public Packet Data Network (Continued)

## 16.2 Digital Subscriber Line (DSL) Services (Continued)

## 16.2.1 ADSL SpeedLink Service (Continued)

## (G) Rate Regulations (Continued)

## (3) SpeedLink Term Pricing Plan (TPP)(Continued)

## (d) Renewal

The customer must provide the Telephone Company notice of intent to renew a one-year TPP no later than 60 days prior to its expiration. The renewal rates will be the rates that are currently in effect and available to all customers. If the customer elects not to renew the TPP, or does not notify the Telephone Company of its intent to renew the TPP, the customer's service will automatically be billed under the tariffed month-to-month rates in effect at the time the TPP expires.

## (e) Termination of Service

Customers requesting the termination of a TPP prior to the expiration date, excluding TPP terminated as a result of a renegotiation, will be charged a prorated payment based on the remainder of the TPP contract period, as of the date of disconnect, times the TPP rate for the service purchased.

For example, a Basic Speedlink customer with a one-year TPP disconnects after seven months. The customer would pay a termination liability of: \$110.00 (Basic SpeedLink TPP rate times the remaining 5 months = \$22 per month x 5 months)

(C)  
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Issued: February 25, 2004

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## ACCESS SERVICE

## 16. Public Packet Data Network (Continued)

## 16.2 Digital Subscriber Line (DSL) Services (Continued)

## 16.2.1 ADSL SpeedLink Service (Continued)

## (G) Rate Regulations (Continued)

## (3) SpeedLink Term Pricing Plan (TPP)(Continued)

## (f) Termination of Service – Grandfathered Service (M)(T)

Customers who signed a contract prior to the effective date of this provision and which had a different termination liability, are grandfathered under the lesser amount of the prior procedure, described in this section below or the new current procedure in Section 16.2.1(G)(3)(e) for one year, through March 11, 2005.

(N)

(N)

Customers requesting the termination of an TPP prior to the expiration date, excluding TPP terminated as a result of a renegotiation, will be charged the difference between the one year monthly rate and the month-to-month rate times the number of months they used the service.

(M)

For example, a customer with Basic SpeedLink and a one-year TPP disconnects after seven months.

The customer would pay a termination liability of: \$161.00  
 $\Rightarrow$  (Basic SpeedLink month-to-month rate (\$45.00) minus the one year TPP rate (\$22.00) = \$23 per month x 7 months)

## (g) Special Construction Charges

Any special construction charges incurred for services billed under a TPP will be negotiated and billed on an individual case basis.

(M)

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## 17. Rates and Charges – TXU Communications Telephone Company (Cont'd)

## 17.4 Other Services (Cont'd)

## 17.4.7 Public Packet Data Network (Cont'd)

## (B) Digital Subscriber Line (DSL) Services

## (1) ADSL SpeedLink Service

Regulations concerning SpeedLink service are set forth in Section 16.2.1 preceding.

	Recurring Monthly Rate	Recurring Monthly Rate for 1-Year TPP	Nonrecurring Service Order Charge	Nonrecurring Service Order Charge 1- Year TPP	Nonrecurring Installation Rate-Monthly Service	Nonrecurring Installation Rate-1 year TPP
<b>Basic SpeedLink</b> 1.53 Mbps - 384 Kbps downstream 128 Kbps upstream	\$45.00	\$22.00	\$34.00	No charge	\$66.00	No charge
<b>Enhanced SpeedLink</b> 1.53 Mbps - 768 Kbps downstream 256 Kbps upstream	\$65.00	\$55.00	\$34.00	No charge	\$66.00	No charge

## (2) Promotional Offerings

During the time period between March 1, 2004 and May 31, 2004, the Telephone Company will waive the first month of recurring monthly charges for any new ADSL customer or current month-to-month customer who commits to at least a one-year TPP (Term Pricing Plan). If the ADSL line is disconnected for any reason prior to the end of the 12-month minimum commitment period, the Telephone Company will bill the customer an amount equal to the waived recurring charges and any termination fees.

(Z)

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## 18. Rates and Charges – Fort Bend Telephone Company (Cont'd)

## 18.4 Other Services (Cont'd)

## 18.4.8 Public Packet Data Network

(A) Reserved for Future Use

(B) Asymmetrical Digital Subscriber Line (ADSL) Service

Regulations concerning ADSL Service are set forth in 16.2.1 preceding.

	Recurring Monthly Rate	Recurring Monthly Rate for 1-Year TPP	Nonrecurring Service Order Charge	Nonrecurring Service Order Charge 1- Year TPP	Nonrecurring Installation Rate-Monthly Service	Nonrecurring Installation Rate-1 year TPP
<b>Basic SpeedLink</b> 1.53 Mbps - 384 Kbps downstream 128 Kbps upstream	\$45.00	\$22.00	\$34.00	No charge	\$66.00	No charge
<b>Enhanced SpeedLink</b> 1.53 Mbps - 768 Kbps downstream 256 Kbps upstream	\$65.00	\$55.00	\$34.00	No charge	\$66.00	No charge

## (2) Promotional Offerings

During the time period between March 1, 2004 and May 31, 2004, the Telephone Company will waive the first month of recurring monthly charges for any new ADSL customer or current month-to-month customer who commits to at least a one-year TPP (Term Pricing Plan). If the ADSL line is disconnected for any reason prior to the end of the 12-month minimum commitment period, the Telephone Company will bill the customer an amount equal to the waived recurring charges and any termination fees.

(Z)

## (3) Reserved for Future Use

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